
September 19, 2017

~ Agenda ~

Tuesday 5:40 PM

Meeting Times are subject to change based on discussion from previous meetings.

I. CALL TO ORDER

Steffanie Musich	Chair, Commissioner District 5
John Erwin	Vice Chair, Commissioner At Large
Brad Bourn	Commissioner District 6
Jon Olson	Commissioner District 2
Liz Wielinski	Commissioner District 1

II. APPROVAL OF AGENDA

III. APPROVAL OF MINUTES

Wednesday, July 19, 2017

IV. ACTION ITEMS

V. STUDY/REPORT ITEMS

5.1 Discussion of Minneapolis Youth Sports Association Draft Agreement

VI. ADJOURNMENT

July 19, 2017

~ Minutes ~

Wednesday 5:20 PM

I. CALL TO ORDER

The time being 6:14 PM, Chair, Commissioner District 5 Steffanie Musich called the meeting to order.

Chair, Commissioner District 5 Steffanie Musich: Present, Vice Chair, Commissioner At Large John Erwin: Present, Commissioner District 6 Brad Bourn: Present, Commissioner District 2 Jon Olson: Absent, Commissioner District 1 Liz Wielinski: Present.

II. APPROVAL OF AGENDA

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Liz Wielinski, Commissioner District 1
AYES:	Steffanie Musich, John Erwin, Brad Bourn, Liz Wielinski
ABSENT:	Jon Olson

III. APPROVAL OF MINUTES

Recreation Committee - Committee Meeting - Mar 15, 2017 5:40 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Liz Wielinski, Commissioner District 1
AYES:	Steffanie Musich, John Erwin, Brad Bourn, Liz Wielinski
ABSENT:	Jon Olson

IV. ACTION ITEMS

V. STUDY/REPORT ITEMS

5.1 Youth Sports Standardization

VI. ADJOURNMENT

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Liz Wielinski, Commissioner District 1
AYES:	Steffanie Musich, John Erwin, Brad Bourn, Liz Wielinski
ABSENT:	Jon Olson

Committee Meeting adjourned at 6:32 PM

Minutes Acceptance: Minutes of Jul 19, 2017 5:20 PM (APPROVAL OF MINUTES)



TO: Recreation Committee

FROM: Tyrize Cox,

DATE: September 19, 2017

SUBJECT: Discussion of Minneapolis Youth Sports Association Draft Agreement

BACKGROUND

As directed by the Memorandum of Understanding between the Minneapolis Park and Recreation Board and Minneapolis Public Schools, a Memorandum of Agreement has been drafted which states the structure, priorities and membership of the jointly managed Minneapolis Youth Sports Association (MYSA). The MYSA will function as a community advisory council focused on identifying opportunities for collaboration between MPRB and MPS, developing program ideas, and strategies that will enhance the athletic experiences of youth within the city Minneapolis.

Staff from MPRB and MPS will present the recommended Minneapolis Youth Sports Association Memorandum of Agreement to their respective Boards for feedback and subsequent approval at a future Board meeting.

RECOMMENDATION

This item is for discussion purposes.

ATTACHMENTS:

- MOA MYSA MPS Final ver 09012017 (DOCX)

Prepared By: Tyrize Cox,, Recreation Services

Review:

Tyrize Cox	Completed	09/06/2017 9:15 AM
Jayne Miller	Completed	09/11/2017 9:22 AM
Recreation Committee	Pending	10/04/2017 5:40 PM

MEMORANDUM OF AGREEMENT

between Minneapolis Park and Recreation Board & Minneapolis Public Schools

I. INTRODUCTION

THIS MEMORANDUM OF AGREEMENT (“MOA”), dated _____, 20__ , between Minneapolis Park and Recreation Board, a public entity that exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment, established under the laws of the United States with its offices in Minneapolis, Minnesota, and Special School District No. 1, Minneapolis Public Schools, a special school district created and existing under the laws of the State of Minnesota (collectively “the Parties”).

The Parties wish to work together and in compliance with the following clauses:

II. GOAL

To align, coordinate and maximize strategies for providing high quality sports development programs to youth in Minneapolis through the creation of a citywide advisory group, the Minneapolis Youth Sports Association (“MYSA”), charged with understanding and recommending coordinated use of resources available through the Parties on behalf of Minneapolis youth.

The MYSA will be guided by the principal belief that all Minneapolis youth deserve equitable access to quality coaching, equipment and facilities regardless of participants’ skills, geography or income. All Minneapolis youth should have the opportunity to play on fields and in arenas that promote pride and athletic growth as a means of facilitating life lessons through education, athletic competition and teamwork.

III. AREAS OF COLLABORATION

Through the MYSA, the Parties will work to ensure the highest quality service to Minneapolis youth through coordinated and mutually beneficial policies and arrangements regarding (in order of priority):

- A. Sports Offerings:** The MYSA will review citywide sports offered by associations, independent leagues, Minneapolis Park and Recreation Board (MPRB) and Minneapolis Public Schools (MPS) and make recommendations to the Parties for the addition and/or elimination of offerings accordingly, prioritizing educational needs, demographics, fundamental skill building, recreational sports and travel/competitive leagues.
- B. League Organization:** The MYSA will review and recommend to the Parties ways to ensure that Minneapolis youth have equitable access to sports programs ranging from fundamental to competitive or adaptive, understanding the need for cost-effectiveness to both the Parties and the program participants.
- C. Facility Use:** The MYSA will recommend guidelines for equitable and maximized use of recreational fields and facilities operated by the Parties. Additionally, the MYSA will investigate and recommend cooperative agreements between the Parties for future facility renovations and expansions.
- D. Programs Fees and Registration:** The MYSA will review and recommend policies to ensure high quality, consistent and aligned registration for youth sports programs across the city, including the possibility of a shared electronic centralized system for all sports, fields and facilities. (Note: the MYSA's authority does not extend to the business arrangements concerning facility access fees between the Parties. Those fees are the purview of the Parties themselves and are outside the scope of the MYSA.)
- E. Coaches, officials, volunteers and sponsors:** The MYSA will recommend guidelines for the Parties' recruitment and age appropriate training and certification of coaches, officials, volunteers and sponsors.

IV. ROLES AND RESPONSIBILITIES OF PARTIES

- A.** The MYSA will be comprised of the following:
- 1. Three (3) athletic directors or equivalent** consisting of two (2) from MPS with one each overseeing sports for MPS in south Minneapolis and in north Minneapolis and one

(1) from MPRB;

2. Up to Eighteen (18) Minneapolis residents (“Members”) whose selection will include a representative mix of genders, cultures, languages, and athletic abilities, with the following interests and/or experience:

a. **Twelve (12) Sports Representatives**, with a minimum of two (2) representatives in each of the four (4) areas listed below. The representatives should be Minneapolis residents, familiar with concepts and needs related to each of the following Sport Types:

- Outdoor Field Sports – football, soccer, baseball, softball, lacrosse, tennis
- Outdoor Park/course Sports – cross-country running, golf, track and field
- Winter Sports – hockey, downhill skiing, snowboarding, figure skating, Nordic skiing
- Indoor Sports – basketball, gymnastics, volleyball, wrestling, swimming.

b. **Two (2) Minneapolis parents**

c. **Two (2) high school students** currently participating in a competitive sport.

Upon graduation, high school athlete position will be filled from current students, notwithstanding term limits outlined in Section IV C.

d. **Two (2) representatives in adaptive sports**

B. Each Party will be responsible for selecting six (6) of the Sports Representatives, one (1) Minneapolis parent, one (1) High School Student, and one (1) adaptive sports representative.

C. The Parties will collaborate on establishing the application process for recruiting and qualifications for selecting the Members of the MYSA for a term not to exceed three (3) years. For subsequent years of this agreement, the MYSA will identify any changes to the process and qualifications for selection. The MYSA will establish by-laws under the

leadership of the Director, provided those by-laws are mutually agreeable to both Parties.

D. Upon recruitment and assignation, the MYSA will meet every other month.

The Parties creating and directing the MYSA will:

- A.** Provide adequate leadership and staff support to allow the research, direction and communication necessary to make the MYSA successful in reaching its goals, to include:
- i. The Parties agree to work collaboratively to establish and fund a Director position to coordinate and facilitate the development of a sustainable operating model.
 - j. Development of volunteer job descriptions and a timeline for issue recommendation and resolution based on the priority issues set out in this MOA, to be made available to prospective MYSA volunteers during recruitment
 - ii. Robust marketing and recruitment efforts for positions on the MYSA
 - iii. Coordination and communication of bi-monthly meetings
 - iv. Staff support before, during and after monthly meetings as needed
 - v. Access to accurate and updated financial information needed to guide recommendations
 - vi. Timely communication to the MPS Board of Directors and MPRB Board of Commissioners for input and approval as needed
 - vii. As appropriate, the Parties will provide the MYSA with additional complementary projects for which the Parties require community input, including but not necessarily limited to:
 - The City Swims project and the Phillips Aquatic Center
 - Green Central Community School and Gym
 - City-wide transportation for participants in youth sports

- City-wide skate and hockey programming
- The addition of a health and wellness program to Minneapolis youth sports
- Formal integration and staffing of this youth sports collaboration within the auspices of each Party's administrative offices
- Youth sports funding, including through the State of Minnesota, identified referenda or other funding policies

V. PRINCIPAL CONTACTS

The Principal Contacts for each one of the entities is:

Minneapolis Park and Recreation Board:

ASSISTANT SUPERINTENDENT FOR RECREATION

Minneapolis Public Schools:

CHIEF OPERATIONS OFFICER

Such Principal Contacts may be changed in writing by their respective entity.

VI. USE OF INTELLECTUAL PROPERTY

The Parties agree that any intellectual property, which is jointly developed through activities covered under this MOA, can be used by either Party for promotional and communication purposes without obtaining consent from the other and without any need to account to the other.

All other intellectual property used in the implementation of the MOA will remain the property of the Party that owns it. This property can be used by either Party for purposes covered by the MOA but consent will be obtained from the owner of the property before using it for purposes not covered by the MOA.

VII. EFFECTIVE DATES AND AMENDMENTS.

This MOA shall take effect upon signing by both Parties and shall remain in effect for a period of five (5) years from that date unless earlier terminated. Neither Party may assign or transfer all or any portion of this MOA without the prior written consent of the other Party.

The MOA may be renewed at the end of this period by mutual written agreement by both Parties.

The provisions of this MOA may only be amended or waived by mutual written agreement by both Parties.

The individuals signing this MOA on behalf of their respective entities represent and warrant (without personal liability therefor) that upon the signature of each, this MOA shall have been duly executed by the entity each represents.

VIII. TERMINATION

Either Party may terminate this MOA and any related agreement, work plan, or budget at any time and for any reason by giving 60 days prior written notice to the other Party; provided, however, that in the event either Party fails to perform any of its obligations under this MOA, the other Party shall have the right to terminate this MOA and any related agreement, work plan, or budget immediately upon written notice.

IX. TRANSFER OF FUNDS.

The Parties acknowledge and agree that this MOA does not create any financial or funding obligation on either Party, and that such obligations shall arise only upon joint execution of a subsequent agreement or work plan (which shall include a budget) that specifically delineates the terms and nature of such obligations and that references this MOA. Such subsequent agreements or work plans, and budgets, will be subject to funding being specifically available for the purposes outlined therein. All funds are further subject to Party's obligation to expend Party funds solely in accordance with the agreed upon budget and the line items contained therein.

X. NO JOINT VENTURE

The Parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is it the purpose of the Parties to enter into a commercial undertaking for

monetary gain. Neither Party will refer to or treat the arrangements under this Agreement as a legal partnership or take any action inconsistent with such intention.

XI. DISPUTE RESOLUTION

The Parties hereby agree that, in the event of any dispute between them relating to this Agreement, the Parties shall first seek to resolve the dispute through informal discussions. In the event any dispute cannot be resolved informally within 30 calendar days, the Parties agree that the dispute will be negotiated through mediation, if the Parties can agree on a mediator. The costs of mediation shall be shared equally by the Parties. Neither Party waives its legal rights to adjudicate this Agreement in a legal forum.

XII. ENTIRETY

This Agreement embodies the entire and complete understanding and agreement between the Parties and no amendment will be effective unless signed by both Parties. Such signature by both Parties may be made by telefacsimile.

FOR Minneapolis Parks & Recreation Board of Commissioners:

Anita Tabb
President

Date

Jennifer Ringold
Board Secretary

Date

FOR Special School District #1 Minneapolis Public Schools:

Rebecca Gagnon
Chair, Board of Education

Date

Attachment: MOA MYSA MPS Final ver 09012017 (3684 : Mysa)